NOTICE OF CONFIDENTIALITY RIGHTS AND THAT PERSON MAY REMOVE OR STREET OR ALL SECURITY NUMBER SUBMITTED IN THE PUBLIC RECORDS AND SOCIAL SECURITY NUMBER.

Suzanne Henderson

XTO REV PROD 88 (7-69) PAID UP (04/17/07)B

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 4th day of September, 2008, between Michael Wright and Debra Wright, husband and wife, Lessor (whether one or more), whose address is: 6709 Brazos Bend Drive, North Richland Hills, Texas 76180, and XTO Energy Inc., whose address

1. Lessor, in consideration of ten dollars and other valuable consideration, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of Tarrant, State of Texas, and is described as follows:

0.288 acres, more or less, out of the T. Martin Survey, Abstract No. 1055 and being Lot 18, Block 5, Woodland Oaks Addition, an Addition to the City of North Richland Hills, Tarrant County, Texas, according to the map or plat thereof recorded in Cabinet A, Vendor's Lien dated March 21, 2005 from Crane Road Development, LTD to Michael Wright and wife, Debra Wright, recorded easements and alleyways adjacent thereto, and any riparian rights.

This is a non-development Oil, Gas and Mineral Lease, whereby Lessee, its successors or assigns, shall not conduct any operations, as defined herein, on the surface of said lands. However, Lessee shall have the right to pool or unitize said lands, or part thereof, with other lands to comprise an oil and/or gas development unit. It is the intention of Lessor to allow Lessee to explore for oil and/or gas without using the surface of portion of this lease.

This clause shall take precedence over any references to surface operations contained within the preprinted

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, after-acquired title or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and

- 2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, hereinafter called "primary term," and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.
- and with no cessation for more than ninety (90) consecutive days.

 3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the posted market price of such 25% part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average case, to bear 25% of the cost of heating oil to render if marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee 25% of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee from said land (1) when sold by Lessee 25% of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee from said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, or (2) when used by Lessee of (c) To pay Lessor on all other minerals mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as if no shut-in had said wells, but in the exercise of such diligence to use reasonable diligence to produce, utilize, or market the minerals capable of producing oil or gas, and shall not be required to settle labor trouble or to market gas upon terms unacceptable during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall prove the primary term, all such wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had said wells, but in the exercise of such diligence passonable diligence to produce, utilize, or market the minerals capable of poing produced from lease tank, and shall not be obligated to install or furnish facilities other than well facilities and ordinary to Lessee. If, at any time of the said the provisions of this primary
- nereot. In the event or assignment of this lease, in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

 4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, so as to established as to any one or more horizons, so as to entain on more than 60 surface acres plus 10% acreage tolerance; if minted to one or more of the following; (1) gas, other than cashighead gas, (2) fluid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) permitted, either at the time established or grade and gancy having jurisdiction. If larger units than any of those herein operation of a well at a regular location, or for obtaining maximum allowable from required under any governmental rule or order, for the drilling or be established or enlarged to conform to the star grade and allowable from any well to be drilled, drilling, or already drilled, any such unit may to each desired unit by executing an instrument of ris and instruments or instruments but if said instrument or instruments but it is allowed the conditions of the date provided for in said instrument or instruments but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments or large or after operations or production has been exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after operations or production has been exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after operations or production has been been unit, after deducting any operations conducted on any part

this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or nereafter, either as to parties or amounts, from that as to any other part of the leased premises.

- 5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
- 6. Whenever used in this lease the word "operations" shall mean operations for and/or any of the following: preparing the drillsite location and/or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral,
- 7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
- 8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, change or division in the ownership of said land or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no principal place of business by Lessor or Lessor's heirs, successors, or assigns, no principal place of business by Lessor or Lessor's heirs, successors, or assigns, no the right to receive the same, howsoever effected, shall or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay of the death of the owner, Lessee may, nevertheless pay the standard proceedings.
- 9. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after shall be precedent to the bringing of any action by Lessor on said lease for any part of the breaches alleged by Lessor. The service of said notice of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this such acreage to be designated by Lessee as nearly as practicable governmental regulations, (but in no event less that forty acres), easements on said land as are necessary to operations on the acreage so retained and shall not be required to move or remove any existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such surface facilities necessary or convenient for current operations.
- 10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to the and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease, without regard to whether it is executed by all those named herein as Lessor.
- 11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the cause following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.
- 12. Lessor agrees that this lease covers and includes any and all of Lessor's rights in and to any existing well(s) and/or wellbore(s) on said land, other than existing water wells, and for all purposes of this lease the re-entry and use by Lessee of any existing well and/or wellbore shall be deemed the same as the drilling of a new well.
- 13. Notwithstanding anything to the contrary contained in this lease, at the option of Lessee, which may be exercised by Lessee giving notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such well is shut-in shall be when the drilling operations are completed.
- 14. As a result of land development in the vicinity of said land, governmental rules or ordinances regarding well sites, and/or be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations are either restricted or not allowed on said land or other leases in the vicinity, it is agreed that any lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this lease, except as expressly stated.
- 15. The consideration paid for this lease shall also constitute consideration for an option to the Lessee, its successors and assigns, to extend the initial three (3) year primary term for a second two (2) year term. This option may be exercised anytime during the initial primary term by delivery of payment of an additional bonus of \$20,000.00 per net mineral acre. The bonus payment shall constitute notice to Lessor of exercise of the option. In the event Lessee elects to exercise this option and makes the bonus payment provided for above, then all terms of this lease shall remain in full force and effect as if the original primary term was five (5) years.

IN WITNESS WHEREOF, this instrument is executed on the date first above written. LESSOR: Michael Wright LESSOR: Debra Wright

STATE OF SS Lavra COUNTY OF

(ACKNOWLEDGMENT FOR INDIVIDUAL)

This instrument was acknowledged before me on the 4th day of September, 2008 by Michael Wright and Debra Wright, husband and wife

Printed |

EVAN SCOTT VANDERBILT Notary Public, State of Texas My Commission Expires April 04, 2012

Notary Public

Seal: